U.S. BANKRUPTCY COURT

ZOIL JUL 11 P 12: 00

S.D.N.Y.

# UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:		
Lehman Brothers Holdings Inc.,		Chapter 11 Case No. 08-13555 (JMP)
	Debtor.	

# NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY PURSUANT TO RULE 3001(e)(2)

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001 (e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this notice and attached evidence.

than for security, of the claim referenced in this no	
Mr. Kurt Valentin Wegfahrt	VR-LIW GmbH
Name of Transferee	Name of Transferor
Name and Address where notices to transferee	Claim No.: <u>55176</u>
should be sent:	DI 11 11 11 11 11 11 11 11 11 11 11 11 11
V.ust Valantin Waafahut	Blocking No.: <u>1000059</u>
Kurt Valentin Wegfahrt Oberer Rebberg 20	Amount of Claim: <u>USD 56,956.00</u>
79713 Bad Säckingen	7 mount of Claim. <u>05D 30,730.00</u>
Federal Republic of Germany	Date Claim Filed: <u>10/29/2009</u>
Telephone: +49	
Attention:	
Name and Address where transferee payments should be sent (if different from above):	
N/A	
Telephone:	
Attention:	
Evidence of Transfer of Claim is attached as Exhib	pit 1.

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Transferee/Transferee's Agent

Date: 04, 07. 2016

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 11 U.S.C. §§ 152 & 3571.

Exhibit 1

U.S. BANKRUPTCY COURT

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## AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

### TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, VR-LIW GmbH, Gabelsberger Strasse 1a, D-59069 Hamm, Germany (the "Transferor") hereby unconditionally and irrevocably transfers and assigns to Mr. Kurt Valentin Wegfahrt (the "Transferee"), as of the date hereof, an undivided interest, to the extent of the amount specified in Schedule 1 attached hereto (the "Transferred Claim"), in Transferor's right, title and interest in and to, or arising under or in connection with Proof of Claim Number 55176, Blocking Number 1000059 filed by or on behalf of VR-LIW GmbH as Filing Entity on behalf of multiple holders of Lehman Programs (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), but only to the extent related to the Transferred Claim. For the avoidance of doubt, the Transferred Claim will not encompass Transferor's rights, title or interests in and to and arising in relation to the Proof of Claim or the security or securities except to the extent specified in Schedule 1 attached hereto.
- Transferor hereby waives any objection to the transfer of the Transferred Claim to Transferee on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Transferor by Transferee for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claim. Transferor acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Transferor transferring to Transferee the Transferred Claims, recognizing Transferee as the sole owner and holder of the Transferred Claim, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Transferee. Transferor further directs the Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the Transferred Claim, and all payments or distributions of money or property in respect of the Transferred Claim, shall be delivered or made to the Transferee.
- Transferor's and Transferee's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with German law.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is

executed as of 04.07.2016

VR-LIW GmbH

By: Name: Andreas Winkler, ppa. Title: Manager (*Prokurist*)

Gabelsbergerstrasse 1a D - 59069 Hamm

Germany

Kurt Valentin Wegfahrt

Name: Kurt Valentin Wegfahrt

Title: --

Oberer Rebberg 20 D - 79713 Bad Säckingen

Germany

# **SCHEDULE 1**

## **Transferred Claims**

## Transferred Portion of Claim

US\$ <u>56,956.00</u> of US\$ 159,476.80 relating to Proof of Claim No. 55176, Blocking No. 1000059

# <u>Lehman Programs Securities to which Transfer Relates</u>

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Claim Amount (as of Proof of Claim Filing Date)
Lehman Securities Programs	DE000A0N7X Q2 Blocking No. 1000059	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 25,000.00 equivalent to US\$ 35,597.50		10 July 2012	EUR 40,000.00 equivalent to US\$ 56,956.00

Exhibit 2

Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076			LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM			
In Re: Lehman Brother Debtors.	s Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	I ohman Bro	Southern District of New York others Holdings Inc., Et AJ. 8-13555 (JMP) 0000055176		
based on Leh	rm may not be used t man Programs Secur hman-docket.com as			LIZZORI USE ONLY		
Name and addre Creditor)	ss of Creditor: (and name	and address where notices should be	sent if different from	Check this box to indicate that this claim amends a previously filed claim.		
	General Manager)	n behalf of multiple holders of Lehman	n Programs Securities	Court Claim Number:(If known)  Filed on:		
Telephone numb	e#4930/25 92 45 314 Fr	mail Address: g.maengel@vr-liw.de				
	ss where payment should I	be sent (if different from above)		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.		
Telephone numb	er:+4930/25 92 45 314 Er	mail Address: g.maengel@vr-liw.de				
Programs Security and whether such dollars, using the you may attach a	ties as of September 15, 2 i claim matured or becam exchange rate as applica schedule with the claim	2008, whether you owned the Lehman he fixed or liquidated before or after S	Programs Securities on Septen eptember 15, 2008. The claim filing this claim with respect t	e the amount owed under your Lehman ober 15, 2008 or acquired them thereafter, amount must be stated in United States o more than one Lehman Programs Security, ates.		
Amount of Clair	m: \$159,476.80	(Required)				
				nt due on the Lehman Programs Securities.		
	spect to more than one L			which this claim relates. If you are filing for the Lehman Programs Securities to		
International Se	curities Identification N	Sumber (ISIN); DE000A0N7XQ2	(Required)			
appropriate (each from your accour	i, a "Blocking Number") htholder (i.e. the bank, br	for each Lehman Programs Security foker or other entity that holds such sec	or which you are filing a claim. curities on your behalf). If you	depository blocking reference number, as You must acquire a Blocking Number are filing this claim with respect to more Programs Security to which this claim		
Clearstream Ban number:	nk Blocking Number, E	uroclear Bank Electronic Instructio	on Reference Number and or	other depository blocking reference		
See attached sch	edule( page 1 to 4)	(Require	d)			
you are filing this	claim. You must acquir	e the relevant Clearstream Bank, Euro	oclear Bank or other depository	r Lehman Programs Securities for which participant account number from your is should not provide their personal account		
	Euroclear Bank, Clears edule (page 1 to 4)	tream Bank or Other Depository P				
		(Required ram Bank or Other Depository: By	-	FOR COURT USE ONLY		
consent to, and ar disclose your iden	e deemed to have authori	ized, Euroclear Bank, Clearstream Ban man Programs Securities to the Debto	nk or other depository to	FILED / RECEIVED		
Date. 26 Oct 2009	Signature: The person of the creditor or other p	filing this claim must sign it. Sign an person authorized to file this claim and it the notice address above. Attach cop	d state address and telephone by of power of attorney, if	OCT 2 9 2009  EPIO BANKRUPTCY SOLUTIONS, LLC		
Penalty	COLGO	t claim: Fine of up to \$500,000 or im	nnar Mängel	both 18 U.S.C. 88 152 and 3571		
1 priditi	joi presenting franculen	commit a me or ap to 4500,000 or mil	presentation up to 2 years, or	2011. 10 0.0.0. Sy 132 and 3311		

#### INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

#### Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

#### Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

#### \_DEFINITIONS\_

#### Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

#### Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy

#### filing.

#### Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

#### Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150-5076

#### Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009.

### INFORMATION

Acknowledgment of Filing of Claim
To receive acknowledgment of your filing, you
may either enclose a stamped self-addressed
envelope and a copy of this proof of claim, or you
may access the Claims Agent's system
(http://www.lehman-docket.com) to view your
filed proof of claim.

#### Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

## Schedule for the notes with the ISIN Code:

DE000A0N7XQ2

#### Calculation

Final redemption amount1:	Index linked- DAX and Div DAX
Interest:	The notes do not bear interest
issue date:	10 July 2007
Original maturity day:	10 July 2012
Bankruptcy judgement day:	15 September 2008
Exchange rate (EUR-USD)*:	1.423900

If Spread ≥ - 15%, an amount equal to: Specified Denomination x 160%

> Spread= Div DAX t / Div DAX o - DAX t / DAX o = 117.96 / 169.91 - 6'064.16 / 7'958.24 = -6.77% -6.77% ≥ -15%

Div DAX t: means the Index Level on the Final Valuation Date. As determined in the (117.96) Final Terms the Final Valuation Date is the 2 July 2012. Because of the insolvency we constitue the Bankruptcy Judgement Day as Final Valuation

Div DAX o: means the Index Level on the initial Valuation Date. As determined in the (169.91) Final Terms the Final Valuation Date is the 2 July 2007<sup>3</sup>

DAX t: means the Indox Level on the Final Valuation Date. As determined in the (6'064.16) Final Terms the Final Valuation Date is the 2 July 2012. Because of the insolvency we constitue the Bankruptcy Judgement Day as Final Valuation

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¹ The Final Redmption Amount is calculated with the applicable formula below.

³ The exchange rate of 15 September 2008 is taken from the website www.reuters.com

DAX o: means the Index Level on the initial Valuation Date. As determined in the (7'958.24) Final Terms the Final Valuation Date is the 2 July 2007<sup>3</sup>
Information about the Index can be found at the places set out on the website www.deutsche-boerse.com

Blocking Number 7359200909161000058	Account Number	Nominal amount in €	Amount of Interest in €	Total amount of claim	claim
7359200909161000061 7359200909161000059	7350	35.000,00 €	- € - €	16.000,00 € 56.000,00 €	
	Total	25.000,00 € 70.000,00 €	- €	40.000,00 € 112.000,00 €	\$ 56.956.00

## Reservation of Rights

- 1. VR-LIW GmbH as Filing Entity claiming on behalf of multiple holders of Lehman Programs Securities ("Claimant") expressly reserves the right to amend or supplement this Claim at any time, in any respect and for any reason, including but not limited to, for the purposes of (a) fixing, increasing, or amending the amounts referred to herein, and (b) adding or amending documents and other information and further describing the claims. Claimant does not waive any right to amounts due for any claim asserted herein by not stating a specific amount due for any such claim at this time, and Claimant reserves the right to amend or supplement this proof of claim, if Claimant should deem it necessary or appropriate, to assert and state an amount for any such claim.
- 2. This Claim is made without prejudice to the filing by Claimant and any related entities of additional proofs of claim for any additional claims against Lehman Brothers Holdings Inc. ("LBHI") and its affiliated debtors (the "Debtors") and non-debtor entities affiliated with the Debtors of any kind or nature, including, without limitation, claims for administrative expenses, additional interest, late charges, and related costs and expenses, and any and all other charges and obligations reserved under the applicable documents and other transaction documents, and claims for reimbursement in amounts that are not fully ascertainable.
- 3. The filing of this Claim is not intended to be and shall not be deemed to be or construed as a waiver or release of any right to claim specific assets; any rights of setoff, recoupment, or counterclaim; or any other right, rights of action, causes of action, or claims, whether existing now or hereinafter arising, that Claimant has or may have against LBHI, its affiliated entities or any other person, or persons, and Claimant expressly reserves all such rights.

4. Nothing herein modifies, alters, amends and/or waives any right Claimant may have under applicable law or any agreement or understanding to assert and recover from LBHI, its affiliated entities or any other person or persons, upon rights, claims, and monies.

5. In executing and filing this claim, Claimant does not submit itself to the jurisdiction of this Court for any other purpose than with respect to this Claim. This Claim is not intended to be, and shall not be construed as (i) an election of remedies, (ii) a waiver of any past, present or future defaults, or (iii) a waiver or limitation of any rights remedies, claims or interests of Claimant.

28 OCT 2009

Date

Maar

Signature

Gunnar Mängel (General Manager)

VR-LIW GmbH Gabelsbergerstr. 1a 59069 Hamm Germany

Registry court: AG Hamm, HRB 6345 VAT-Ident-Number DE262892384

Tel.: +49 30 / 259 245 - 314 Fax: +49 30 / 259 245 - 399 E-Mail: g.maengel@vr-liw.de

